

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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Chapter 11  
In re:  
Case No. 18-23538 (RDD)  
SEARS HOLDING CORPORATION, et al.,  
(Jointly Administered)  
Debtors.  
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**DECLARATION OF BRIAN CARLSON IN SUPPORT OF MOTION  
OF VEHICLE SERVICE GROUP, LLC D/B/A ROTARY, A DOVER  
COMPANY, FOR ALLOWANCE AND PAYMENT OF  
ADMINISTRATIVE EXPENSE CLAIM UNDER  
11 U.S.C. §§ 503(a) AND 503(b)(1)**

STATE OF INDIANA        )  
                                  ) ss.:  
COUNTY OF JEFFERSON )

Brian Carlson hereby declares under penalty of perjury that the foregoing is true and  
correct:

1. I am the Director of Finance at Vehicle Service Group, LLC d/b/a Rotary, a Dover  
Company (“VSG”). I am over eighteen years of age, of sound mind, and capable of making this  
Declaration. All the facts and statements contained herein are within my personal knowledge and  
are, in all things, true and correct to the best of my knowledge, information, and belief.

2. I make this Declaration in support of the motion to for allowance and payment of  
administrative expenses claims filed by VSG, as a creditor.

3. In my role as Director of Finance of VSG, I am familiar with VSG’s business  
generally and VSG’s business relationship with the Debtors specifically.

4. VSG provided certain equipment, accessories, parts and related support services to  
the above-captioned debtors’ Sears Auto Centers in connection with a Master Equipment Purchase

and Service Agreement dated May 11, 2016 (“MSA”) entered into by and between VSG and Sears, Roebuck and Co.

5. In the twenty (20) days before October 15, 2018 (the “Petition Date”), VSG supplied goods to one or more of the above-captioned debtors (collectively, the “Debtors”) pursuant to the MSA and was owed \$33,030.65 on account such goods. Attached as Exhibit A hereto and incorporated herein is a summary of the amount owed for the goods provided in the twenty days before the Petition Date, along with the invoices that support the amount (the “§ 503(b)(9) Invoices”). As of this filing, this amount is still due and outstanding.

6. VSG timely filed a proof of claim in the Sears, Roebuck & Co. case on March 11, 2019 that includes the § 503(b)(9) Invoices. *See* Claim No. 9587.

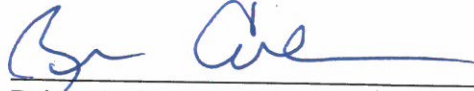
7. After the Petition Date, VSG continued to perform work on behalf of one or more of the Debtors pursuant to the MSA, providing one or more of the Debtors goods and services as more specifically described in the invoiced attached thereto as Exhibit B.

8. In accordance with the terms of the MSA, VSG submitted invoices to one or more of the Debtors for such post-petition goods and services.

9. The Debtors have failed and refused to pay certain invoices for post-petition goods and services that are due and owing to VSG in the total amount of \$168,915.17. Attached as Exhibit B hereto and incorporated herein is a summary of the amount owed for goods and services provided after the Petition Date, along with the invoices that support the amount (the “Post-Petition Invoices”).

10. The Debtors have not disputed that the amounts under the § 503(b)(9) Invoices and the Post-Petition Invoices are due and owing.

Dated: August 1, 2019



Brian Carlson  
Director of Finance  
Vehicle Service Group, LLC d/b/a Rotary, a Dover  
Company

Sworn to before me this

1<sup>st</sup> Day of August 2019

